

RESOLUTION NO. 2004-1167

BE IT RESOLVED AND ORDERED that the Director of Airports be and is hereby authorized and directed to pay the settlement amount and to reimburse the State for costs of compliance monitoring on behalf of the County of Sacramento, a political subdivision of the State of California, and to do and perform everything necessary to carry out the purpose of this Resolution.

On a motion by Supervisor Dickinson, seconded by Supervisor Johnson, the foregoing resolution was passed and adopted by the Board of Supervisors of the County of Sacramento, State of California, this 28th, day of September, 2004 with the following vote, to wit:

AYES: Supervisors Dickinson, Niello, Nottoli, Johnson

NOES: Supervisors None

ABSENT: Supervisors Collin

ABSTAIN: Supervisors None

Chair of the Board of Supervisors
of Sacramento, California



In accordance with Section 25103 of the Government Code of the State of California a copy of the document has been delivered to the Chairman of the Board of Supervisors, County of Sacramento on

SEP 28 2004

By _____
Deputy Clerk, Board of Supervisors

ATTEST: _____
Clerk, Board of Supervisors

FILED

SEP 28 2004

BOARD OF SUPERVISORS

CLERK OF THE BOARD

The foregoing is a correct copy of a resolution adopted by the Board of Supervisors, Sacramento County, California

SEP 28 2004

on _____

Dated SEP 29 2004

Clerk of said Board of Supervisors

Deputy

RESOLUTION NO. 2004-1168

BE IT RESOLVED AND ORDERED that the Chair of the Board of Supervisors be and is hereby authorized and directed to execute SETTLEMENT AGREEMENT BETWEEN THE ATTORNEY GENERAL OF THE STATE OF CALIFORNIA AND THE COUNTY OF SACRAMENTO in the form attached, on behalf of the County of Sacramento, a political subdivision of the State of California, with the State of California and to do and perform everything necessary to carry out the purpose of this Resolution.

On a motion by Supervisor Dickinson, seconded by Supervisor Johnson, the foregoing resolution was passed and adopted by the Board of Supervisors of the County of Sacramento, State of California, this 28th, day of September, 2004 with the following vote, to wit:

AYES: Supervisors Dickinson, Niello, Nottoli, Johnson

NOES: Supervisors None

ABSENT: Supervisors Collin

ABSTAIN: Supervisors None

Chair of the Board of Supervisors
of Sacramento, California

In accordance with Section 25103 of the Government Code of the State of California a copy of the document has been delivered to the Chairman of the Board of Supervisors, County of Sacramento on **SEP 28 2004**

By _____
Deputy Clerk, Board of Supervisors



ATTEST: _____
Clerk, Board of Supervisors

The foregoing is a correct copy of a resolution adopted by the Board of Supervisors, Sacramento County, California

SEP 28 2004

on _____

Dated **SEP 29 2004**

Clerk of said Board of Supervisors

By _____
Deputy

FILED

SEP 28 2004

CLERK OF THE BOARD

SETTLEMENT AGREEMENT

between

THE ATTORNEY GENERAL OF THE STATE OF CALIFORNIA

and

THE COUNTY OF SACRAMENTO

RECITALS

A. Parties. The Parties to this Settlement Agreement (hereafter Agreement) are the Attorney General of the State of California (hereafter Attorney General), on behalf of the People of the State of California, and the County of Sacramento (hereafter County), the public entity responsible for operating the Sacramento International Airport (hereafter SMF) and the SMF's parking shuttle service.

B. The Attorney General enters into this Agreement pursuant to his constitutional status as chief law enforcement officer of the State, and pursuant to California Civil Code sections 54, 54.1 and 55.1.

C. In an effort to resolve their differences expeditiously and without the burden, expense, and delay of litigation, the Attorney General and the County have engaged in negotiations. As a result of those negotiations, the Attorney General and the County have agreed to enter into this Agreement. This Agreement is intended to and does resolve the matters in dispute between the Attorney General and the County as provided for in this Agreement.

BACKGROUND

1. In September of 2003, the Attorney General commenced an investigation after receiving complaints regarding the accessibility of SMF's parking-shuttle service to persons with disabilities. The parking-shuttle service provides transportation between the SMF's terminals and the airport's parking lots.

2. After completing this investigation, the Attorney General determined that SMF's shuttle operations were not fully accessible to passengers with disabilities as required by applicable state and federal laws and regulations. Specifically, the Attorney General concluded that this noncompliance is caused by the following: (1) the inadequate and/or improper maintenance, repair, and inspection of bus lifts; (2) the failure to review and act upon those pre-inspection reports that identified inoperable lifts; (3) inadequate and/or improper procedures, protocols, training and training materials concerning the use of bus lifts and assisting passengers with disabilities by the contractor; (4) the operation of buses without lifts or with inoperable lifts;

SETTLEMENT AGREEMENT BETWEEN THE ATTORNEY GENERAL OF THE STATE OF CALIFORNIA AND SACRAMENTO COUNTY

(5) the lack of adequate auditing and oversight of the contractor; and (6) the lack of an adequate procedure to receive and resolve passenger complaints by the airport due to inadequate oversight of the contractor. The Attorney General determined that the SMF's parking-shuttle service does not comply with Civil Code sections 54 and 54.1, the Americans with Disabilities Act (ADA), United States Code, title 42, sections 12142, 12143, and 12181, *et seq.* and its implementing regulations in Code of Federal Regulations, title 49, sections 37.161, 37.163, 37.131, and section 504 of the Rehabilitation Act, United States Code, title 29, section 794.

3. The County vigorously denies that the SMF's parking-shuttle service does not comply with the state and federal laws and regulations identified in paragraph 2 above or any other state or federal law or regulation, and the County did not directly receive any complaints of the shuttle service. While making no admissions of fault or liability, the County voluntarily enters into this Agreement to improve the accessibility of SMF's parking-shuttle service and operation and agrees to take all of the actions set forth below to improve customer service for all patrons of the Airport.

TERMS, IMPLEMENTATION, AND ENFORCEMENT OF THIS AGREEMENT

DEFINITIONS

4. The term "Code 6" shall mean any instance in which a passenger with a disability requiring the use of a bus lift desires to use the SMF's parking shuttle service.

5. The term "SMF-Landside staff" shall mean the County's employees who are responsible for managing and overseeing SMF's ground transportation, including SMF's Parking Shuttle Operations.

6. The term "low-floor bus" shall mean a parking-shuttle bus which can be lowered on its suspension at bus stops, and uses a ramp instead of a lift to board passengers with disabilities.

7. The term "parking shuttle operations" shall mean anything concerning or affecting SMF's parking-shuttle service, including, but not limited to, bus purchases/rentals, bus repair and maintenance, bus inspections, lifts, training, personnel, supervision, oversight, and drivers.

8. The term "Contractor" shall mean any third party hired or retained by the County to assist it in executing the duties, obligations and responsibilities of the parking shuttle operations.

9. The term "inoperable lift" shall mean any instance in which a parking-shuttle bus lift fails to operate pursuant to the manufacturer's specifications, or has been otherwise identified by the County's staff and/or contractor(s) as not operating safely and properly.

10. The term “operable lift” shall mean that a parking-shuttle bus’ lift operates pursuant to the manufacturer’s specifications.

11. The term “in service” shall mean a parking-shuttle bus that is in actual use and dispatched to transport the public.

12. The term “pre-inspection report” shall mean the written report that is produced after a driver has inspected a parking-shuttle bus and its lift prior to his/her use of the vehicle to transport passengers.

13. The term “BIT inspection” shall mean the inspection that is performed by mechanics on parking-shuttle buses every 45 days or as frequently as otherwise required by law, which includes the inspection and maintenance of bus lifts.

14. The terms “supervisor” and “manager” shall mean all individuals directly and indirectly responsible for managing the parking shuttle bus drivers.

TERMS, IMPLEMENTATION AND ENFORCEMENT

MAINTENANCE/REPAIR/INSPECTION

15. Buses with Operable Lifts: Every SMF parking-shuttle bus that is in service shall have an operable lift. However, if all of the following conditions set forth below are met, the County may operate a bus identified with an inoperable lift for no more than three (3) consecutive days.

- A) The County makes a written determination that there is no other bus with an operable lift available to place in service to replace the bus with the inoperable lift, and
- B) As part of its written determination, the County finds that taking the vehicle out of service will reduce the transportation service it provides, and
- C) No more than ten percent (10%) of the buses in service have been identified in written reports as having inoperable lifts.

16. Pre-inspection Reports: SMF has a policy requiring bus drivers to conduct pre-inspections of the parking-shuttle buses at the beginning of each shift, including inspecting bus lift operation. Bus drivers are then required to fill out written pre-inspection reports documenting these inspections. The County shall take all actions that are necessary to ensure that drivers comply with this policy. If a driver determines a lift is inoperable, he/she will contact his/her supervisor who will verify that the lift is inoperable. The pre-inspection report form that is currently in use will be modified to

have a check-off box that the supervisor has documented the inoperable lift.

17. Repair Orders: The driver's supervisor will be responsible for ensuring that a repair order to fix an inoperable lift is properly filled out the same day an inoperable lift has been documented on a pre-inspection report. This requirement will also be included in the Code 6 Procedures (described infra).

18. Reporting Repairs: After a lift has been repaired, a completed work-order form will be sent to the drivers' supervisors who will be responsible for informing their drivers of the repair.

19. 90-Day Lift Maintenance: As part of its 90-day bus inspections, the County will take all action that is necessary to ensure that all lifts are inspected to determine whether they are in operable condition and that all routine maintenance, per the lift manufacturer's specifications has been performed. The County will modify the BIT inspection form that it currently uses to contain provisions that document that each lift was inspected, that each lift was operable or inoperable and whether all required maintenance was performed.

20. Annual Lift Maintenance: The County will take all action that is necessary to ensure that annual lift maintenance and inspections required by the lift manufacturer's specifications have been performed. The County will generate documentation to reflect performance of this maintenance. This requirement will also be reflected in the Code 6 policy (described infra).

PROCEDURE FOR TRANSPORTING PASSENGERS WITH DISABILITIES

21. Dispatch Notification: Any time a driver is in need of assistance to board or unboard a passenger with a disability, the driver will notify the dispatcher of the need. A dispatcher, or other person with experience in lift operations and with experience in handling complications arising during the transportation of passengers with disabilities, will then go to the stop to assist the driver with the passenger.

22. Code 6 Log: All Code 6 occurrences will be documented in writing by the dispatchers. The log will include the driver's and supervisor's names, the date, time, and approximate pick-up location. The Code 6 log will also be incorporated into the Code 6 Procedure (described infra).

23. Complaint Log: All complaints received concerning the accessibility of the parking-shuttle service for passengers with disabilities shall be documented in a log, including any written correspondence. All responses to such complaints shall also be maintained in this log, along with any written responses.

24. Unusual Occurrence Report: If an injury, incident, or anything out of the ordinary occurs when transporting a passenger with a disability, the occurrence will be documented on a standard form. The form will include the driver's and supervisor's names, the date, time and location of the occurrence, and a description of the occurrence, including the response to the occurrence at the time it took place that is sufficiently detailed to comprehend the nature of and response to the occurrence. On the date of the occurrence, the driver's supervisor will forward the completed form to the manager on duty or his/her designee overseeing driver services. A copy of the form will also be provided to an individual designated by SMF Landside operations.

25. Code 6 Procedures: A single written procedure for transporting, unloading, and assisting passengers with disabilities will be developed, implemented and routinely updated (hereinafter Code 6 Procedures.) The procedures will include the following:

- A. Detailed instructions on loading passengers with disabilities requiring the use of the lift (including, but not limited to, loading the passenger first, and lift operation);
- B. Detailed instructions on seating and/or securing a passenger who remains in his/her wheelchair, scooter, or other device;
- C. Detailed instructions on how to interact with or assist passengers with disabilities;
- D. Detailed instructions on unloading passengers with disabilities;
- E. Detailed instructions on how to handle problems that can arise when transporting passengers with disabilities, how to handle potential emergencies, and how to handle lift malfunctions that may occur during the transport of passengers with disabilities; and
- F. The forms for initiating and documenting repairs, and 90-day and annual lift inspections.

26. Distribution of the Code 6 Procedures: Every employee directly or indirectly involved in the actual operation of the parking-shuttle buses, including but not limited to, drivers, supervisors, shift supervisors, and managers, must receive a copy of the updated Code 6 Procedures described in the preceding paragraph, and must receive training pursuant to the training schedule on these procedures. (See Training, *infra*.) All new employees who will drive parking-shuttle buses will also be provided with the current-updated version of the Code 6 Procedures prior to driving any bus. Every employee must sign a form acknowledging that he/she has received the Code 6 Procedures. These forms will be maintained in the employees' personnel files for the duration of their employment.

27. Updating of the Code 6 Procedures: The Code 6 Procedures will be updated within three (3) months of any change in applicable state or federal law or regulations, or any change in any procedure, policy, memoranda, or directive that may be adopted by the County, or its contractor(s). All drivers and their supervisory staff must receive a copy of all Code 6 Procedure changes immediately upon their issuance. Documentation that employees have received these changes must be maintained in their personnel files. Supervisors will be

responsible for initially instructing the drivers about any changes. Employees must receive training every six (6) months that includes changes to the Code 6 Procedures. (See Training, infra.)

28. Laminated Lift Trouble-Shooting Cards: A laminated lift trouble-shooting card describing common lift problems and remedies that a driver should try if he/she encounters such a problem will be designed. All reasonable efforts will be made to maintain a laminated trouble-shooting card on every parking-shuttle bus.

EQUIPMENT

29. Transition to Low-Floor Buses/Other Transportation: The County will replace all of its parking-shuttle buses with Low-Floor Buses according to the transition schedule attached as Exhibit 1 to this Agreement. The transition plan began in fiscal year 2001 and will be completed no later than in fiscal year 2012. However, if at anytime during this transition schedule the County adopts a plan to implement a transportation system to transport passengers to and from the parking lots and SMF airport terminals that will utilize vehicles not otherwise covered under this agreement which the parties mutually agree in writing would comply with all applicable disabled access laws, the County may modify the transition schedule as appropriate provided that it fully complies with all of the following:

- A. The County provide the Attorney General with written notification of its intention to implement a transportation system to transport passengers to and from the parking lots and SMF airport terminals that will utilize vehicles which are not otherwise covered under this Agreement, and the timetable for doing so. Such written notification will be provided within 10 days after the Board of Supervisors' approval of such system.
- B. The vehicles to be used and any related loading and unloading facilities fully comply with all applicable disabled access laws and regulations, including, but not limited to, the ADA, Title 49 of the Code of Federal Regulations, Civil Code Sections 54 and 54.1; and Title 24 of the California Code of Regulations (also known as the California Building Code) to the extent that such laws apply.
- C. The County will continue to operate its parking shuttle bus service in compliance with all other applicable provisions of this Agreement with respect to any buses covered under this Agreement (including high- and low-floor buses) that remain in use as part of its transportation system to transport passengers to and from the parking lots and SMF airport terminals until such time as the use of these buses in that system completely ceases.

30. All Buses Will Be Equipped with Lifts: All parking-shuttle buses must have lifts and/or ramps that meet all applicable state and federal laws and regulations, including the ADA. At no time shall the County operate a parking shuttle bus that is not equipped with a lift or ramp,

unless it obtains all applicable federal and state law exemptions to do so. If the County obtains an applicable exemption, then the County will use such parking-shuttle buses for as little time as possible.

TRAINING

31. Code 6 Training: No driver may operate an in-service parking-shuttle bus until he/she has undergone training on the Code 6 Procedures. This training must include, but is not limited to, the following:

- A) Lift operation, including lift trouble shooting;
- B) Boarding, securing, transporting, and unloading passengers with disabilities;
- C) Understanding the Code 6 Procedures, including any recent updates or changes in those procedures;
- D) Handling emergencies, including lift failures during transport; and
- E) Interacting with individuals with disabilities.

32. Refresher Training on Code 6 Procedures: All drivers and supervisors and managers overseeing the drivers will undergo refresher training on the Code 6 Procedure subjects listed in (A) through (E) in paragraph 31 every six months beginning in August 2004. This training will be of such duration as is necessary and appropriate to adequately address each subject, but will not be less than 2 hours.

33. Trainer Support: Training will be performed by a designated Code 6 Trainer with a clear understanding of subjects listed in (A) through (E) in paragraph 31. At least twice every 12 months, this Trainer will attend disability access training related to transportation performed by an organization that is qualified to provide such training. Proof of attendance at this training will be maintained in the Trainer's personnel file. This Trainer will also be required to have a thorough understanding of all state and federal disability access requirements that apply to transportation and bus services. The Trainer will be provided with all resources, including relevant publications that may be necessary to acquire and maintain this knowledge.

PERSONNEL/RECORD KEEPING

34. Maintaining Employee/Personnel Documentation: All documentation required by the Agreement that relates to training, the receipt of Code 6 Procedures, modification of Code 6 Procedures, and discipline related to violations of Code 6 Procedures will be maintained in every drivers' and their supervisors' personnel files throughout the duration of their employment unless prohibited by collective bargaining contract or other union provisions.

35. Three-Month Personnel-File Audit For Drivers: Every three (3) months, the personnel manager for the drivers will conduct an audit of all drivers' personnel files to ensure that there is complete documentation concerning training on Code 6 Procedures, the receipt of

Code 6 Procedures, modification of Code 6 Procedures, and discipline regarding Code 6 procedures and training. Documentation of the audit, its results, and the subsequent receipt of missing documentation will be maintained, including any counseling and/or training that is provided as a result of the audit. If missing documentation is identified, the County shall:

- A. Notify the affected employee of the missing documentation and require the employee to complete such documentation no later than thirty (30) days after notification is provided. Where appropriate, such individual shall receive counseling and/or training on the preparation and importance of submitting all required documentation in a timely manner; and
- B. If the individual has not received any of the training required under this Agreement, the individual shall complete such training no later than thirty (30) days after the audit is completed.

36. Three-Month Personnel-File Audit for Management: Every three (3) months, the personnel manager for employees who supervise or manage the parking-shuttle drivers will conduct a personnel-file audit similar to the drivers' audit to ensure that there is complete documentation concerning training on Code 6 Procedures, the receipt of Code 6 Procedures, modification of Code 6 Procedures, and discipline regarding Code 6 procedures and training. Documentation of the audit, its results, and the subsequent receipt of missing documentation will be maintained, including any counseling and/or training that is provided as a result of the audit. If missing documentation is identified, the County shall:

- A. Notify the affected employee of the missing documentation and such documentation shall be completed no later than thirty (30) days after notification is provided. Where appropriate, such individual shall receive counseling and/or training on the preparation and importance of submitting all required documentation in a timely manner.
- B. If the individual has not received training as required under this Agreement, the individual shall complete such training no later than thirty (30) days after the audit is completed.

37. Imposition of Discipline: Disciplinary action consistent with any applicable collective bargaining agreement will be taken against any driver who fails to comply with Code 6 Procedures. Such discipline may include counseling, training and/or any other type of discipline that is consistent with any applicable collective bargaining agreement.

OVERSIGHT BY SMF

38. 6-Month County Audits: Every six (6) months the County's SMF Landside Management staff will conduct audits and prepare reports on the following to ensure compliance

SETTLEMENT AGREEMENT BETWEEN THE ATTORNEY GENERAL OF THE STATE OF CALIFORNIA AND SACRAMENTO COUNTY

with the terms of this Agreement:

- A) Pre-Inspection Report Audit: Every six (6) months an audit shall be performed on all pre-inspection reports examining at least three (3) prior consecutive months worth of reports during this period. The goals of this audit will be to determine whether drivers are properly filling out their pre-inspection reports, whether supervisors are verifying the existence of inoperable lifts as reported in pre-inspection reports that are the subject of the audit, and whether requests to repair inoperable lifts are being submitted in a timely manner.
- B) Lift-Compliance Audit: An audit will be conducted to determine whether parking-shuttle buses with inoperable lifts have been placed in service in violation of this Agreement.
- C) Procedures and Training Audit: An audit will be conducted on the implementation of all requirements of the Agreement relating to Code 6 Procedures. As part of this audit, a representative from SMF Landside staff will attend and observe at least two (2) training classes held on Code 6 Procedures during every six-month period. The goals of this audit are to determine whether Code 6 Procedures have been properly updated, and accurately reflect existing Code 6 Procedures, and whether training is being conducted consistent with Code 6 and the training materials that are being utilized.
- D) Complaints Audit: An audit of all complaints concerning the accessibility of parking-shuttle buses and/or service provided to individuals with disabilities and complaint logs will be conducted to ensure that complaints are being appropriately and timely handled and that the concerns raised in those complaints are addressed.
- E) Unusual Occurrences Audit: An audit of all Unusual Occurrence reports will be conducted to determine whether each occurrence was addressed in an appropriate and timely manner.
- F) Transition to Low-Floor Buses Audit: An audit will be conducted to determine whether the transition schedule for Low Floor Buses is being met.
- G) Review of Contractor's Audits: If the County uses a Contractor to provide any of its services for its parking shuttle operations, the County shall conduct a review of all audits performed by the Contractor to ensure audits are being properly conducted in accordance with the provisions of this

Agreement. The County's obligation to review audits applies to all audits required by this Agreement and any other audits that the County may require the Contractor to perform.

39. Audit Documentation: All audits required by this Agreement must be adequately documented in writing. Such documentation must demonstrate that the audit was performed in accordance with the terms of this Agreement. The results of each audit performed will be documented in a manner that sets forth the findings made and conclusions reached, the number of instances of non-compliance, and a description of each instance of non-compliance.

40. Reporting of Noncompliance: Any time an instance of non-compliance with any term of this Agreement is identified, whether by audit or otherwise, the County shall immediately notify the Attorney General and the Monitor who will be appointed pursuant to this Agreement. The County will immediately take all action that may be necessary to correct the non-compliance and will document in writing the action that was taken to correct the noncompliance.

USE OF A CONTRACTOR

41. Contractor Noncompliance: The use of a Contractor by the County shall not relieve the County from any of its obligations under this Agreement, and shall not constitute a valid justification for noncompliance with any term in this Agreement.

42. Contractor Responsibilities/Oversight: The County is responsible for ensuring that the Contractor complies with the terms of this Agreement in performing any function related to the Parking Shuttle Operation or the terms of this Agreement. This includes providing the Contractor with a copy of this Agreement and reviewing any audits required by this Agreement that are performed by the Contractor.

43. Use/Change of Contractor-Notification: The County will notify the Attorney General and the Monitor within ten (10) days of approval by the Board of Supervisors, who will be appointed pursuant to the Agreement as described below, when a Contractor is used to perform the Parking Shuttle Operation or the terms of this Agreement. Such notification will also be provided if there is a change in Contractors. This notification will include the following:

- A) The name, address and telephone number of the Contractor;
- B) The names and telephone numbers of the Contractor's managers and supervisors who will be providing services that are related to the parking shuttle operation or the terms of this Agreement;
- C) A copy of the contract the County has entered into with the Contractor.

MONITOR

44. Monitor Appointment: The Attorney General will employ a consultant to assist him in monitoring the County's compliance with the terms of this Agreement. The consultant will be referred to as the "Monitor".

45. Monitor Costs/Payment of Costs: The County will pay for the cost of the Monitor as provided in this paragraph. The parties agree that the Monitor's costs shall not exceed Ten Thousand Dollars (\$10,000) for any 12-month period. However, if the term of this Agreement extends beyond three years from its effective date, the monitor's costs will be increased by an amount not to exceed four percent (4%) annually. Within 30 days of the effective date of this Agreement, the County will deposit with the California Department of Justice the sum of Ten Thousand Dollars (\$10,000) which shall be held in an interest-bearing account. The Attorney General shall pay his consultant from this account. Following the County's initial deposit, the County will make additional deposits to this account as may be necessary to pay the costs of the Monitor as prescribed in this paragraph. The County will make these additional deposits within 30 days of receiving written notification from the Attorney General that an additional deposit is required.

46. Monitor's Duties: The Monitor shall be responsible for annually verifying compliance with the terms of this Agreement. For every 12-month period following the effective date of this Agreement, the Monitor will submit to the Attorney General a written report on whether the County has complied with the terms of this Agreement. County will also be given a copy of this written report by the monitor.

47. Monitor Access: The County will ensure that the Monitor has full access to SMF's Parking Shuttle Operations, including but not limited to, employees, records and documentation, and Contractor(s) (including the Contractor's operations, employees, documents, and premises) as is necessary for fulfilling his duties unless such access is prohibited by any collective bargaining contract or other union provisions.

48. Monitoring Termination: The Monitor will continue his/her duties for a minimum of two (2) years. After expiration of the two-year period, monitoring will terminate after the Attorney General verifies that at least 80% of SMF's operating bus fleet has been converted to Low-Floor and the monitor determines that County is not otherwise in breach of the Agreement's terms. This provision shall not affect the ability of the Attorney General to otherwise notify the County of a breach as provided for under paragraph 51.

ATTORNEY'S FEES

49. Attorney General's Investigation Costs: Within thirty (30) days of the effective date of this Agreement, the County will, pursuant to Code of Civil Procedure section 1021.8, pay the Attorney General the sum of \$41,471 for attorney's fees and costs incurred in his

investigation. The funds will be deposited in the Department of Justice Public Rights Division Law Enforcement Special Fund that is established under Government Code section 12530.

50. Attorney General's Costs and Fees Incurred in Enforcing This Agreement: The County will pay the Attorney General's costs and attorney's fees incurred in any successful civil action brought by the Attorney General to enforce the terms or remedy any breach of this Agreement provided that the Attorney General has complied with the meet and confer requirements in the following paragraph.

ENFORCEMENT OF THIS AGREEMENT

51. Notification of Breach: If the Attorney General believes that the County has failed to comply with any provision of this Agreement, the Attorney General shall provide the County with written notification of its alleged breach of this Agreement. The Attorney General shall mail this written notification to the County's attorney, Office of the County Counsel, County of Sacramento, 700 H Street, Suite 2650, Sacramento, California 95814. The County and the Attorney General then shall attempt to resolve the alleged breach in good faith. If the Attorney General and the County are unable to reach a satisfactory resolution of the alleged breach within sixty (60) days of the Attorney General's written notification to the County or within some other period of time mutually agreed upon in writing by the parties, the Attorney General may institute a civil action to remedy the alleged breach of the Agreement.

52. Amendment or Modification: This Agreement may be amended or modified only by an instrument in writing signed by authorized representatives of the County and the Attorney General.

53. No Implied Waiver: Any failure of the Attorney General to enforce any provision of this Agreement shall not be construed as a waiver of his right to enforce other deadlines and provisions of this Agreement.

54. Successors and Assigns: All of the terms of this Agreement shall be binding upon and inure to the benefit of the County and its successors in interest and assigns. The County has a duty to so notify all such successors in interest and assigns of this Agreement.

55. Effective Date: This Agreement shall become effective only when each named party has executed it. This Agreement shall be effective as of the date the last party signs it, whether that signature shall be affixed to an original or to a counterpart of the Agreement.

56. Term: This Agreement shall terminate after the County has replaced all of its parking-shuttle buses with Low-Floor Buses or other transportation system as described in Section 29, above as required by this Agreement, but under no circumstances may it terminate in less than two (2) years from the date of execution of this Agreement and after there is final audit by the Monitor to ensure compliance with the other terms of this Agreement.

SETTLEMENT AGREEMENT BETWEEN THE ATTORNEY GENERAL OF THE STATE OF CALIFORNIA AND SACRAMENTO COUNTY

57. Knowing and Voluntary: The parties to this Agreement, and each of them, acknowledge, declare, and represent that they have carefully read this Agreement and know the contents of it, and fully understand all of the terms and conditions set forth in it. The parties further acknowledge, declare, and represent that they enter into this Agreement freely, knowingly, voluntarily, and without coercion. In executing this Agreement, the County acknowledges, declares, and represents that it relies solely on its own judgment, belief, and knowledge, and, if desired, on the advice and recommendations of its own independently selected counsel. In executing this Agreement, the Attorney General acknowledges, declares, and represents that he relies solely on his own judgment, belief, and knowledge.

58. Complete and Integrated Agreement: This instrument, with attached Exhibit 1, reflects the entire Agreement and understanding between the parties concerning SMF's parking shuttle operations. This Agreement supersedes and replaces all prior agreements, negotiations and/or proposed, but unexecuted agreements, whether written and/or oral. Neither any party nor any attorney for any party has made any promise, representation, or warranty whatsoever, express or implied, concerning the Agreement to induce any Party to execute this Agreement. Each Party acknowledges that he/it has not executed this Agreement in reliance on any such promise, representation, or warranty not covered in the Agreement. No other statement, promise, or agreement, either written or oral, made by either party or agents of either party that is not contained in this written Agreement, shall be enforceable. This Agreement finally resolves and disposes of all issues, claims, and remedies between the Parties concerning SMF's parking shuttle service.

59. Governing Law: The parties agree that this Agreement shall in all respects be interpreted, enforced, and governed under and pursuant to the laws of the State of California.

60. Counterparts: This Agreement may be executed in counterparts, and all such counterparts so executed shall constitute one Agreement, which shall be binding on all the Parties, notwithstanding that all the Parties are not signatories to the original, or the same counterparts. Facsimile copies of this Agreement, or counterparts showing execution of the Agreement by all Parties, shall be of the same validity, force and effect as the original or originals.

61. Neutral Construction: This Agreement shall be deemed for all purposes to have been drafted equally by all parties and no presumption shall apply as against the drafter of this Agreement or in favor of the non-drafting party.

62. Use of Captions: The captions of titles of the various articles of this Agreement are used for convenience purposes only, and are not intended to, and shall not in any way, enlarge or diminish the obligations of the parties, or affect the meaning or construction of this Agreement.

63. Severability: In the event any term, particular provision, or portion of a provision is found to be invalid or unenforceable by a court of competent jurisdiction, that invalidity shall not affect the validity of the remaining terms and provisions of this Agreement. This Agreement shall be valid and enforceable to the maximum extent permitted by law and shall continue to have full force and effect.

64. Warranty of Authority: Each signer of this Agreement signing on behalf of the Parties expressly represents and warrants that s/he has authority to execute and bind the Party or Parties on behalf of which s/he executes this Agreement.

EXECUTION OF SETTLEMENT AGREEMENT

AGREED AND CONSENTED TO:

For The People of the State of California:

Dated: August 25, 2004

BILL LOCKYER
Attorney General of the State of California
SUZANNE AMBROSE
Supervising Deputy Attorney General

By: _____

John M. Appelbaum
Deputy Attorney General

For the County of Sacramento:

Dated: SEP 28 2004

COUNTY OF SACRAMENTO, a political
subdivision of the State of California



By: _____

Chairperson, Board of Supervisors
of the County of Sacramento, California

In accordance with Section 25103 of the Government Code
of the State of California a copy of the document has been
delivered to the Chairman of the Board of Supervisors, County
of Sacramento on SEP 28 2004

ATTEST: _____

Clerk of the Board of Supervisors

(Signature page continued)

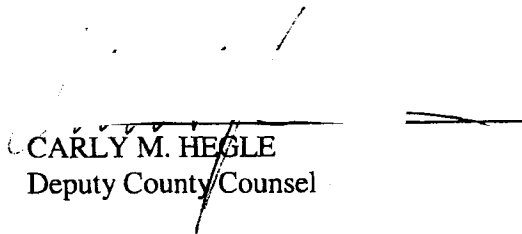
SETTLEMENT AGREEMENT BETWEEN THE ATTORNEY GENERAL OF THE STATE OF
CALIFORNIA AND SACRAMENTO COUNTY

(Signature page continued for Settlement Agreement between The Attorney General of the State of California and The County of Sacramento)

APPROVED BY:


G. Hardy Acree
Director, Sacramento County Airport System

APPROVED AND REVIEWED BY:

By: 
CARLY M. HEGLE
Deputy County Counsel

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**SETTLEMENT AGREEMENT BETWEEN THE ATTORNEY GENERAL OF THE STATE OF
CALIFORNIA AND SACRAMENTO COUNTY**

EXHIBIT 1

Bus Replacement Schedule.AG-ADA.xls

EqNo	Description	Use	Year	Make	Model	Replaced
157-05	Blue Bird, 24 Pax (WCL)	Standard Parking	1993	Blue Bird	QBRE	Next 90 days
157-07	Blue Bird, 24 Pax (WCL)	Standard Parking	1993	Blue Bird	QBRE	Next 90 days
159-03	Blue Bird, 23 Pax (WCL)	Standard RAC	1993	Blue Bird	QBRE	FY 04/05 Nov/Dec 04
159-05	Blue Bird, 23 Pax (WCL)	Standard RAC	1993	Blue Bird	QBRE	FY 04/05 Nov/Dec 04
159-06	Blue Bird, 23 Pax (WCL)	Standard RAC	1993	Blue Bird	QBRE	FY 04/05 Nov/Dec 04
159-07	Blue Bird, 23 Pax (WCL)	Standard RAC	1993	Blue Bird	QBRE	FY 04/05 Nov/Dec 04
159-08	Blue Bird, 23 Pax (WCL)	Standard RAC	1993	Blue Bird	QBRE	FY 04/05 Nov/Dec 04
159-09	Blue Bird, 23 Pax (WCL)	Standard RAC	1993	Blue Bird	QBRE	FY 04/05 Nov/Dec 04
157-15	Blue Bird, 24 Pax (WCL)	Standard Parking	1996	Blue Bird	QBRE	FY 06/07
157-16	Blue Bird, 24 Pax (WCL)	Standard Parking	1996	Blue Bird	QBRE	FY 06/07
157-17	Blue Bird, 24 Pax (WCL)	Standard Parking	1996	Blue Bird	QBRE	FY 06/07
157-18	Blue Bird, 24 Pax (WCL)	Standard Parking	1996	Blue Bird	QBRE	FY 06/07
157-19	Blue Bird, 24 Pax (WCL)	Standard Parking	1996	Blue Bird	QBRE	FY 06/07
157-20	Blue Bird, 24 Pax (WCL)	Standard Parking	1996	Blue Bird	QBRE	FY 06/07
157-21	Blue Bird, 24 Pax (WCL)	Standard Parking	1997	Blue Bird	QBRE	FY 07/08
157-22	Blue Bird, 24 Pax (WCL)	Standard Parking	1997	Blue Bird	QBRE	FY 07/08
157-23	Blue Bird, 24 Pax (WCL)	Standard Uni-Fleet	1997	Blue Bird	QBRE	FY 07/08
157-24	Blue Bird, 24 Pax (WCL)	Standard Uni-Fleet	1997	Blue Bird	QBRE	FY 07/08
157-25	Blue Bird, 23 Pax (WCL)	Standard Uni-Fleet	1999	Blue Bird	QBRE	FY 09/10
157-26	Blue Bird, 23 Pax (WCL)	Standard Uni-Fleet	1999	Blue Bird	QBRE	FY 09/10
157-27	Blue Bird, 23 Pax (WCL)	Standard Uni-Fleet	1999	Blue Bird	QBRE	FY 09/10
157-28	Blue Bird, 23 Pax (WCL)	Standard Uni-Fleet	1999	Blue Bird	QBRE	FY 09/10
157-29	Blue Bird, 24 Pax (WCL)	Standard Uni-Fleet	2001	Blue Bird	QBRE	FY 11/12
157-30	Blue Bird, 24 Pax (WCL)	Standard Uni-Fleet	2001	Blue Bird	QBRE	FY 11/12
159-13	Blue Bird, 23 Pax (WCL)	Standard Uni-Fleet	2001	Blue Bird	QBRE	FY 11/12
159-14	Blue Bird, 23 Pax (WCL)	Standard Uni-Fleet	2001	Blue Bird	QBRE	FY 11/12
156-01	Thomas, Low-Floor SLF 235	Standard Uni-Fleet	2002	Thomas	SLF235	
156-05	Eldorado, Low-Floor EZ Rider II	Standard Uni-Fleet	2003	Eldorado	EZ Rider II	
156-06	Eldorado, Low-Floor EZ Rider II	Standard Uni-Fleet	2003	Eldorado	EZ Rider II	
156-07	Eldorado, Low-Floor EZ Rider II	Standard Uni-Fleet	2003	Eldorado	EZ Rider II	
156-08	Eldorado, Low-Floor EZ Rider II	Standard Uni-Fleet	2003	Eldorado	EZ Rider II	
156-09	Eldorado, Low-Floor EZ Rider II	Standard Uni-Fleet	2003	Eldorado	EZ Rider II	
156-10	Eldorado, Low-Floor EZ Rider II	Standard Uni-Fleet	2003	Eldorado	EZ Rider II	
156-11	Eldorado, Low-Floor EZ Rider II	Standard Uni-Fleet	2003	Eldorado	EZ Rider II	
156-12	Eldorado, Low-Floor EZ Rider II	Standard Uni-Fleet	2003	Eldorado	EZ Rider II	
156-13	Eldorado, Low-Floor EZ Rider II	Standard Uni-Fleet	2003	Eldorado	EZ Rider II	
156-14	Eldorado, Low-Floor EZ Rider II	Standard Uni-Fleet	2003	Eldorado	EZ Rider II	
156-15	Eldorado, Low-Floor EZ Rider II	Standard Uni-Fleet	2003	Eldorado	EZ Rider II	
156-16	Eldorado, Low-Floor EZ Rider II	Standard Uni-Fleet	2004	Eldorado	EZ Rider II	
156-17	Eldorado, Low-Floor EZ Rider II	Standard Uni-Fleet	2004	Eldorado	EZ Rider II	
156-18	Eldorado, Low-Floor EZ Rider II	Standard Uni-Fleet	2004	Eldorado	EZ Rider II	